BEFORE TELANGANA REAL ESTATE REGULATORY AUTHORITY
[Under the Real Estate (Regulation and Development) Act, 2016]

Dated: 18th September, 2026

Quorum: **Sri Laxmi Narayana Jannu, Hon'ble Member**
Sri K. Srinivasa Rao, Hon'ble Member

COMPLAINT NO. 360/2025/TGRERA

1)Sridhar Bagaluri, S/o. BS Perumal
R/o. MB 107, Block-1, Near KCOA Club,
Writer Bhasthi, Bhadradri Kothagudem,
Telangana – 507101.

2)Shrisha Bagaluri, W/o. Sridhar Bagaluri
R/o. MB 107, Block-1, Near KCOA Club,
Writer Bhasthi, Bhadradri Kothagudem,
Telangana – 507101.

….**Complainants**

Versus

M/s. Janapriya Projects Pvt Ltd.,
(previously known as Janapriya Projects**)**
Rep. by its Director, Mr. K Ravinder Reddy,
Having its registered office at 8-2-120/86 and 8-2-120/86/1,
Plot No. 11 & 12, Keerthi & Pride Towers,
New Road No.2, Banjara Hills, Hyderabad,
Telangana – 500034.

….Respondent

The present complaint is filed by the Complainants mentioned herein above came up for hearing before this Authority in the presence of counsel for the Complainants and counsel for the Respondent, and upon hearing the submissions of both the parties, this Authority proceeds to pass the following **ORDER**:

2. The present Complaint has been filed by the Complainants under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the "RE(R&D) Act") read with Rule 34(1) of the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the "Rules") seeking appropriate relief(s) against the Respondent.

A. A brief facts of the case as stated by the Complainants in Form M:

3. The Complainants submit that they were approached by the Respondent for purchase of Apartment No. A2-328 in the project "Sitara at Janyapriya Lake Front", promoted as a premium residential project with world-class amenities. The Respondent represented that the

flat would have a saleable area of 1576 sq. ft. with proportionate rights over common areas and covered car parking. The total sale consideration was fixed at Rs.26,05,722, and the Respondent assured that all approvals were in place and construction, along with amenities, would be completed within 24 months with a grace period of six months. Relying on these assurances, the Complainants paid an initial booking amount of Rs. 20,000 on 30.03.2019 and subsequently Rs.2,24,608 on 02.08.2019.

4. The Complainants state that despite collecting money from them, the Respondent had not obtained the required permissions from financial institutions and had not secured RERA registration at the relevant time. Even before obtaining approval from the lender, the Respondent entered into agreements with the Complainants. Though the Respondent later obtained RERA registration on 05.10.2019, the date of delivery mentioned in the registration certificate was changed from the originally promised date to 30.09.2021. The Complainants further submit that the Respondent delayed execution of the Agreement to Sell until **21.08.2020** and inserted clauses heavily favouring the Respondent, leaving the Complainants with no option but to sign after already paying substantial amounts.

5. The Agreement to Sell and Tripartite Agreement recorded the flat cost, amenities charges, maintenance charges and GST, and also authorised the lender to release payments directly to the Respondent. The Respondent undertook to provide possession only after obtaining occupancy certificate and agreed to pay compensation for delay. However, the Complainants submit that the Respondent repeatedly raised demands and collected payments in advance, even before completion of construction milestones. Loan disbursements were released by the lender between 2020 and 2023 based on the Respondent's demands.

6. The Complainants state that on 25.10.2023 the Respondent raised a final demand of Rs.2,52,500 towards the finishing stage and amenities. Believing the project was near completion and having no other option, the Complainants paid the amount on 10.11.2023. Later, on 29.03.2024, the Respondent demanded another Rs.1,49,269 as "finishing stage amount" despite the earlier demand already including finishing charges. The Complainants paid the additional amount on 05.04.2024 only because the Respondent insisted that registration and possession would otherwise be delayed. The Respondent also failed to honour the promised Blue Rewards cashback of Rs.1,00,000.

7. The Complainants submit that despite having paid the entire consideration, the Respondent failed to provide possession or complete the flat and amenities. Between June 2024

and January 2025, the Respondent repeatedly claimed through emails that the flat was ready for possession and registration, while simultaneously denying inspection requests and refusing to provide photographs, occupancy certificate, NOCs, approved plans and other essential documents. When the Complainants visited the site on 20.08.2024 and later on 01.12.2024, they found that construction work, common areas, clubhouse, parking areas and utilities were incomplete. Water and electricity connections were also not available.

8. The Complainants further state that the Respondent attempted to compel them to sign disclaimer forms and handover letters stating there were no pending works, despite visible deficiencies in the flat and project. The Respondent allegedly threatened that possession would not be given unless such documents were signed. Even after several emails highlighting pending works and seeking joint inspections, the Respondent either ignored the communications or gave evasive replies. Independent inspection reports obtained by the Complainants in February 2025 confirmed several unfinished works and defects in the flat.

9. According to the Complainants, the Respondent committed multiple violations of the Agreement to Sell and provisions of the RERA Act by collecting amounts before completion of milestones, delaying possession, failing to provide promised amenities and approvals, withholding occupancy certificate and NOCs, refusing to provide complete sale deed documents, and making false representations that the project was "ready-to-move-in" when it was incomplete. The Complainants also allege that the Respondent unfairly imposed modification charges, withheld the agreed cashback amount, and failed to honour contractual warranties and obligations regarding defects and handover.

10. The Complainants submit that due to the Respondent's conduct, they suffered severe financial hardship, mental agony and inconvenience. They state that they acted in good faith throughout, paid all amounts demanded, took housing loans, and repeatedly attempted to resolve the issues amicably, but the Respondent failed to cooperate. They therefore approached the Hon'ble Authority seeking reliefs including delivery of proper possession with amenities and documents, refund of excess charges, payment of cashback, interest for delay in possession, reimbursement of inspection and legal expenses, compensation for mental agony and other appropriate reliefs.

B. Relief(s) sought:

11. In view of the facts mentioned above, the Complainants respectfully pray that this Hon'ble Authority may be pleased to grant the following reliefs:

a. Direct the Respondent to hand over "ready-to-move-in" physical possession of the bearing no. A2-328, 3rd Floor, Block A2, after rectifying all identified defects, providing as well as proper water supply, electricity connections and other utilities, and otherwise completing the construction of the Flat (inclusive of common areas and amenities) as agreed upon in the Agreement to Sell and allowing the Complainants to inspect the said Flat;

b. Direct the Respondent to provide copies of the (i) occupancy certificate, (ii) no-objection certificate issued by banks/financial institutions/any other authority clearing all encumbrances, charges, mortgages or liens, as the case may be, of any portion of the Project named 'Sitara at Janapriya Lake Front' inclusive of the land and/or buildings, (iii) Lake Front Master Community Regulations, and (iv) title deeds, building plans, drawings, link documents, final floor plan and other documents that are required to be handed over as per clause 7 of the Agreement to Sell;

c. Direct the Respondent to provide the Complainants with a draft sale deed as per the terms of the Agreement to Sell and as per applicable law for their scrutiny, and upon confirmation by the Complainants, subsequently execute a sale deed;

d. Direct the Respondent to pay, along with interest at the rate of 18% per annum, of INR 1,00,000 (Rupees One Lakh Only) as per the Blue Rewards program;

e. Direct the Respondent to refund, along with interest at the rate of 18% a sum of INR 18,762 (Rupees Eighteen Thousand Seven Hundred and Sixty-Two Only), being the excess modification charges collected;

f. Direct the Respondent to pay interest at the rate of 18% on the amount of INR 26,05,722 (Rupees Twenty Six Lakh Five Thousand Seven Hundred and Twenty Two Only) collected as sale consideration for every month of delay in handing over possession from 20.08.2024 onwards till the date of handover of ready-to-move-in physical possession of the bearing no. A2-328, 3rd Floor, Block A2, at the Respondent's Project named "Sitara at Janapriya Lake Front", situated at Part of Sy. No. 663, 667, 668 and 671, Kapra Village, Keesara Mandal, Rangareddy District, presently under Medchal-Malkajgiri District, along with all amenities;

g. Direct the Respondent to pay interest at the rate of 18% on the amount of INR 2,33,250 (Rupees Two Lakh Thirty Three Thousand Two Hundred and Fifty Only), for every month of delay in handing over possession from 20.08.2024 onwards till the date of handover of ready-to-move-in physical possession of the Flat bearing no. A2-328, 3rd Floor, Block A2, at the

Respondent's Project named "Sitara at Janapriya Lake Front", situated at Part of Sy. No. 663, 667, 668 and 671, Kapra Village, Keesara Mandal, Rangareddy District, presently under Medchal-Malkajgiri District;

h. Direct the Respondent to pay an amount of INR 15,000 (Rupees Fifteen Thousand Only) per month from 20.08.2024 until the date of handover of possession of the Flat, towards rent paid by the Complainants for alternate accommodations owing to the delay in handover of possession of the Flat;

i. Direct the Respondent to pay an amount of INR 13,489 (Rupees Thirteen Thousand Four Hundred and Eighty Nine Only) towards expenses borne by the Complainants towards third party Flat inspection charges;

j. Direct the Respondent to pay an amount of INR 1,00,000 (Rupees One Lakh Only) towards legal expenses incurred by the Complainants;

k. Direct the Respondent to pay an amount of INR 50,000 (Rupees Fifty Thousand Only) towards travel expenses incurred by the Complainants during the numerous visits they had to make to inspect the Flat;

l. Direct the Respondent to pay a compensation amount of INR 5,00,000 (Rupees Five Lakh Only) as damages for mental anguish and agony from deficiency in service on the part of the Respondent;

m. Levy a penalty of 10% of the project cost on the Respondent for booking the Flat before obtaining TGRERA approval by making fraudulent claims that the project had been registered with TGRERA;

n. Grant any such other or further reliefs as this Hon'ble Authority sees fit in the interest of justice.

C. Counter filed by the Respondent:

12. The Respondent submits that the complaint is not maintainable either on facts or in law and that the Complainants are not entitled to any compensation or relief. According to the Respondent, the Complainants themselves contributed to the delay in taking possession of the flat and the reliefs sought are impractical, inequitable and based on false allegations. The Respondent states that the Complainants entered into an Agreement of Sale for Flat No. A2-

328 in the project “Sitara Janapriya Lake Front” for a sale consideration of Rs.26,05,722/-, paid initial amounts in 2019, and later obtained a housing loan from Bajaj Housing Finance Limited.

13. The Respondent denies the allegation that the project was falsely represented as RERA approved before registration. It is submitted that the project had valid building permissions issued by GHMC as early as 2010 and revised permissions in 2017 and 2018, and therefore the project was already under lawful development before the RERA Act came into force. The Respondent states that Block A2 was registered under TG-RERA on 05.10.2019 within the statutory period permitted under Section 3 of the Act. According to the Respondent, the Complainants were aware of the approvals, paid the booking amount voluntarily, and there was no misrepresentation or fraud.

14. The Respondent further submits that the Agreement of Sale clearly provided that delivery of the flat would be within 30 months from the date of booking and not from the date of RERA registration. It is stated that the Complainants paid only Rs.2,24,608/- before entering into the Agreement of Sale and therefore cannot claim that possession should have been delivered from the booking date. The Respondent contends that the Complainants willingly availed a loan of Rs.25,00,000/- and all payments were made in accordance with the agreement and tripartite arrangement with the lender.

15. According to the Respondent, the flat was completed and made habitable by July 2024 and the Complainants were repeatedly informed through emails dated 06.07.2024, 24.11.2024 and 25.11.2024 that the flat was ready for possession and registration. The Respondent states that any pending items pointed out by the Complainants were minor snag issues and were rectified immediately. It is alleged that despite repeated requests to proceed with registration and take possession, the Complainants intentionally delayed the process by repeatedly demanding documents, inspections, photographs and additional conditions.

16. The Respondent submits that the Complainants kept raising trivial defects such as switch frame fixing, skirting joints, hand locks, plumbing fittings and minor wall cracks only to avoid registration and possession. The Respondent claims these issues were either rectified or insignificant in nature and accuses the Complainants of acting with mala fide intention to delay taking possession while simultaneously claiming compensation. The Respondent further states that the Complainants had already taken the keys of the flat before 01.12.2024 and were therefore not justified in alleging denial of possession.

17. The Respondent also denies withholding documents and states that the draft sale deed was already shared on 24.12.2024 and that the Occupancy Certificate and other documents would be furnished at the time of registration. It is contended that the Complainants kept insisting on unnecessary clauses in the sale deed and repeatedly sought modifications to agreed contractual terms. According to the Respondent, the Complainants intentionally prolonged the registration process while continuing to make allegations before TG-RERA.

18. On the claim for delay compensation, the Respondent submits that the Complainants are not entitled to interest because the flat was ready for possession and the delay occurred only because the Complainants refused to complete registration formalities. The Respondent states that under Clause 7.3 of the Agreement, the Complainants were obligated to take possession once called upon to do so and were liable to pay maintenance charges from 20.08.2024 onwards. It is further contended that the Complainants' claim for rent reimbursement and compensation for modular kitchen expenses is baseless and demonstrates their intention to avoid taking possession.

19. The Respondent submits that the modification charges of Rs.18,762/- were justified since additional flooring and modification works were carried out at the request of the Complainants. However, the Respondent states that it nevertheless agreed through email dated 31.01.2025 to refund the said amount. The Respondent also denies liability for third-party inspection charges, legal expenses, travel expenses and compensation for mental agony, contending that the Complainants themselves caused the delay by refusing possession despite the flat being ready.

20. With regard to amenities, the Respondent states that drinking water supply was already available through Manjeera water in Blocks A1 and A3, while water supply arrangements for Blocks A2 and C1 were under process with HMWS & SB. It is further submitted that electricity supply was available through Janapriya Projects and that applications for electricity meters had already been made with the electricity department. The Respondent also states that under the Blue Rewards Scheme, the Complainants had already been paid Rs.80,000/- and only Rs.20,000/- remained payable after registration.

21. The Respondent ultimately contends that the complaint is frivolous, vexatious and filed with the sole intention of harassing the Respondent and avoiding registration and possession of the flat. According to the Respondent, all alleged deficiencies were either rectified or exaggerated, and the Complainants deliberately prolonged the matter despite the Respondent

being ready to hand over possession and complete registration. The Respondent therefore seeks dismissal of the complaint with heavy costs.

D. Rejoinder filed by the Complainant:

22. The Complainants submit that the counter affidavit filed by the Respondent is incomplete, self-serving and intended to mislead the Hon'ble Authority by suppressing material facts and shifting blame onto the Complainants. They state that throughout the transaction they acted in good faith, made timely payments from 2019 onwards, continuously followed up with the Respondent regarding pending works and documentation, and never sought to avoid registration or possession. According to the Complainants, the Respondent has distorted facts and made false assertions contrary to the documentary record.

23. The Complainants reiterate that the Respondent violated provisions of the RERA Act by collecting booking amounts before obtaining TG-RERA registration. They point out that the project received RERA registration only on 05.10.2019, whereas booking amounts were collected on 30.03.2019 and 28.04.2019. The Complainants submit that under the Act, the Respondent was required to register the project within the prescribed period from commencement of the Act but failed to do so, and also failed to file quarterly project reports as directed by TG-RERA. They further state that although the Respondent now claims approvals existed earlier, the project was still required to comply with RERA registration requirements before accepting booking amounts.

24. The Complainants deny the Respondent's contention that possession timelines were linked only to booking dates. They state that the Respondent collected substantial amounts before execution of the Agreement to Sell and delayed execution until September 2020 because approvals from the project financier had not yet been obtained. According to the Complainants, this itself shows that the Respondent accepted money without securing necessary approvals and entered into agreements much later after collecting funds from buyers.

25. The Complainants further submit that the Respondent repeatedly avoided furnishing essential documents such as the Occupancy Certificate, Lake Front Master Community Regulations, approved plans, title documents, NOCs from banks and financial institutions, and confirmation of the final built-up and saleable area. They state that despite repeated written requests from July 2024 onwards, the Respondent either ignored the communications or issued vague template emails stating that possession would be handed over after registration. The

Complainants assert that the Respondent never permitted proper inspection, refused to provide photographs or videos of the completed flat, and avoided recording pending works in writing.

26. According to the Complainants, when they visited the flat on 06.07.2024 and again on 01.12.2024, they found that construction and amenities were incomplete, several snag items remained pending, and drinking water and electricity connections were not available. They state that common areas, parking areas and the clubhouse were also unfinished. The Complainants allege that representatives of the Respondent attempted to pressure them into signing disclaimer forms acknowledging that no complaints remained and admitting that only symbolic possession was being offered. The Respondent also allegedly asked the Complainants to hand over the flat keys back to the company so pending works could continue after symbolic possession.

27. The Complainants deny the Respondent's allegation that the identified defects were trivial or exaggerated. They submit that the snag reports and independent inspection by M/s Aaditya Didactics Pvt. Ltd. confirmed several unfinished works and deficiencies. The Complainants state that they consistently sought joint inspections in the presence of the third-party inspector so the extent of pending works could be verified, but the Respondent repeatedly refused to permit such inspections. According to the Complainants, the Respondent's refusal itself demonstrates that the project was not actually complete or ready for possession.

28. The Complainants further submit that the chronology of events clearly establishes continuous delays and contradictory conduct on the part of the Respondent. They state that the Respondent demanded final payments and modification charges despite incomplete works and pending amenities. Even after admitting through emails dated 04.12.2024 and 31.01.2025 that pending works existed and would be completed within 10 days, the Respondent continued insisting that the Complainants proceed with registration first. The Complainants argue that these admissions directly contradict the Respondent's claim that the flat had been complete and habitable since July 2024.

29. The Complainants also dispute the Respondent's claim that the Occupancy Certificate had been obtained and all services were operational. They submit that the Occupancy Certificate was first shared only along with the counter affidavit and that even according to the Respondent's own admissions, drinking water and electricity connections for A2 Tower were still incomplete. The Complainants further point out that the Respondent admitted applications for electricity connections were still pending before authorities and that dedicated water supply

systems had not yet been completed. According to the Complainants, this itself proves that the flat was not in a "ready-to-move-in" condition.

30. The Complainants deny that they intentionally delayed registration or possession. They state that they only insisted on lawful physical possession of a completed and habitable flat, along with all promised amenities and mandatory documents, as required under the Agreement to Sell and RERA. They contend that the Respondent continuously attempted to force symbolic possession and registration of an unfinished flat so as to avoid liability for delay compensation and other contractual obligations.

31. The Complainants further state that the Respondent's own draft sale deed contradicted several clauses of the Agreement to Sell, including provisions relating to possession, common facilities, title documents, terrace rights, warranties, encumbrances and approvals. They submit that despite repeated requests, the Respondent refused to correct these discrepancies and sought execution of the sale deed without furnishing essential supporting documents. The Complainants therefore maintain that their requests for clarification and corrections were bona fide and necessary to protect their legal rights.

32. The Complainants also deny the Respondent's claim regarding the Blue Rewards Scheme. They state that only Rs.80,000/- was credited under the scheme, leaving a balance of Rs.20,000/- unpaid. They further assert that the Respondent has consistently acted in contradiction of the Agreement to Sell, the RERA Act and the building permissions by attempting to compel the Complainants to accept possession of an unfinished flat while essential services and common amenities remained incomplete.

33. Finally, the Complainants submit that the Respondent has adopted delaying tactics, suppressed material facts and made contradictory admissions throughout the proceedings. According to the Complainants, the documentary evidence, email correspondence, inspection reports and admissions made by the Respondent clearly establish that the flat was not complete, habitable or ready for lawful physical possession as claimed by the Respondent. The Complainants therefore seek that the counter affidavit be rejected and the reliefs sought in the complaint be granted in full.

E. Points for consideration:

34. Upon a careful perusal of the record and the submissions advanced by both parties, oral as well as written, this Authority is of the view that the following issues arise for determination in the present complaint:

1. Whether the present complaint is maintainable before this Authority?
2. Whether the Complainants are entitled to the reliefs as prayed for?

F. Observations of the Authority:

Point No.1:

35. The preliminary objection as to maintainability raised by the Respondent was taken up for consideration, and upon perusal of the pleadings, documentary evidence, and material available on record, this Authority observed that there is no dispute regarding the allotment of Apartment No. A2-328, 3rd Floor, Block A2, in the Respondent's real estate project titled "Sitara at Janapriya Lake Front" situated at Survey No.: 663 P, 667, 668, 671 P, at Keesara, Medchal-Malkajgiri District, 500062 in favour of the Complainants. An Agreement of Sale was duly executed between the parties on 11.03.2020. As per the terms of the said Agreement of Sale, the promised possession date was explicitly linked to the date of expiry of the project's RERA registration, i.e., 20.08.2024. The record further establishes that the Complainants have paid the entire sale consideration along with the stipulated modification charges, which payment stands unrefuted by the Respondent.

36. Inasmuch as the subject project is duly registered with this Authority under the provisions of the Act, the relationship of 'Promoter' under Section 2(zk) and 'Allottee' under Section 2(d) between the Respondent and the Complainants stand unequivocally admitted and established.

37. The core grievances raised by the Complainants pertain to the inordinate delay in handing over physical possession of the subject apartment, non-furnishing of mandatory project-related documents, non-execution of the registered Sale Deed, and failure to complete essential amenities and common facilities. Under Section 11 of the Act, a promoter is bound by statutory functions and obligations. Any failure on the part of the promoter to discharge such statutory or contractual obligations is amenable to the regulatory jurisdiction of this Authority and, where the Act so provides, may also attract the consequences prescribed under the Act.

38. The contention raised by the Respondent that the Complainants themselves caused delay in registration and taking possession, relates strictly to the factual merits of the dispute.

Such assertions do not, in law or fact, divest or curtail the statutory jurisdiction conferred upon this Authority under Sections 31, 36, 37, and 38 of the Act to adjudicate grievances arising out of registered real estate projects. Having regard to the fact that the project in question is a registered real estate project under the provisions of the Act and that the reliefs claimed flow directly from statutory defaults, this Authority holds that it possesses complete jurisdiction to entertain and adjudicate the present Complaint.

39. Accordingly, the objection regarding maintainability raised by the Respondent is rejected.

Point No.2:

40. The Complainants contend that despite having paid the entire sale consideration, including the amounts demanded towards finishing stage and amenities, the Respondent failed to hand over lawful and ready-to-move-in possession of Apartment No. A2-328. It is their specific case that when they visited the project on 20.08.2024 and again on 01.12.2024, they found that the clubhouse, common areas, parking areas and utility infrastructure were incomplete. The Complainants further contend that drinking water supply and electricity connections were not available.

41. However, the Respondent, on the other hand, contends that the apartment was completed and made habitable by July, 2024 and that possession was offered through communications dated 06.07.2024, 24.11.2024 and 25.11.2024. According to the Respondent, only minor snag items remained to be attended and the delay in registration and possession occurred solely on account of the conduct of the Complainants.

42. The record discloses that the Occupancy Certificate (OC) was procured by the Respondent only on 30.09.2024. Consequently, the subject project was demonstrably incomplete on the promised date of possession, i.e., 20.08.2024. Therefore, it is clear that there is a delay on the part of the Respondent to hand over possession of the flat within the promised timeline. However, to ascertain if the delay is justified, the principal issue remains whether the Respondent discharged its statutory and contractual obligations by making a valid, lawful offer of possession.

(i) Whether lawful possession was offered by the Respondent after obtaining OC?

43. During the course of the proceedings, both the Complainants and the Respondent expressed their willingness to ascertain the actual status of the subject apartment through an independent inspection. Taking note of the consensus between the parties, this Authority, by docket order dated 09.09.2025, directed a joint inspection by an independent third party. In compliance with the said direction, the inspection was carried out on 18.10.2025.

44. The record establishes that operational water supply (HMWS&SB) and individual electricity meter connections for Block A2 remained pending and under process. Although the Respondent issued multiple mails to the Complainants stating that the flat is ready to occupy, the Respondent himself admitted in its counter that water and power supply were provided on a temporary basis and the same will be rectified. This Authority is of the considered view that an allottee who has paid the entire sale consideration cannot be compelled or dictated to adjust with makeshift or temporary arrangements in lieu of permanent, sanctioned municipal infrastructure.

45. The readiness of an apartment cannot be judged merely by civil completion or procurement of an Occupation Certificate. Availability of basic amenities such as potable water supply and electricity forms an integral part of such readiness. A residential unit can be said to be fit for occupation only when it is capable of being actually used and enjoyed for residential purposes. Offering possession without functional basic utilities like potable water and electricity is merely symbolic and does not satisfy the statutory mandate.

46. Section 17(1) of the RE(R&D) Act, 2016 obligates the promoter to execute the registered conveyance deed and hand over physical possession of the apartment in accordance with law. Such possession cannot be reduced to a mere symbolic handing over of keys where the apartment is not capable of being effectively occupied and enjoyed by the allottee. The corresponding rights of the allottee to obtain information regarding sanctioned plans, specifications, stage-wise completion and essential services are recognised under Section 19 of the Act. Therefore, the statutory obligation of the promoter is to ensure meaningful and lawful possession consistent with the requirements of the Act, the sanctioned plans and the Agreement for Sale.

47. Therefore, as per the statutory obligation imposed under Section 17(1) of the Act, this Authority holds that lawful physical possession of the subject apartment has not been handed over to the Complainants till date. Consequently, the Respondent cannot be said to have discharged its obligation of delivering possession of the apartment in accordance with law.

Allottee's Statutory right to inspect documents

48. The Complainants have further contended that they repeatedly sought copies of the Occupancy Certificate, title documents before execution of the Sale Deed. The Respondent has not disputed that such requests were made.

49. Section 11(4)(a) of the RE(R&D) Act, 2016 casts a continuing obligation upon the promoter to discharge all obligations, responsibilities and functions under the Act, the Rules and Regulations and the Agreement for Sale, until conveyance of the apartment and the common areas in accordance with law. Further, Section 11(4)(b) specifically requires the promoter to obtain the Occupancy Certificate or Completion Certificate, as applicable, from the competent authority and make the same available to the allottees. The statutory scheme therefore does not contemplate a mere paper offer of possession, but requires the promoter to fulfil the obligations necessary for lawful and effective handing over of the apartment.

50. The rights of an allottee under Section 19 are correspondingly recognised, including the right to obtain information relating to the sanctioned plans, layout plans and specifications, to know the stage-wise schedule of completion including provisions for water, sanitation and electricity, and to claim possession in accordance with the declaration furnished by the promoter. The allottee is also entitled to the necessary documents and plans in accordance with Section 19(5) of the Act. Thus, the Complainants' request for verification of the project documents, sanctioned plans, Occupancy Certificate cannot by itself, be treated as an unjustified refusal to take possession.

51. Accordingly, this Authority holds that the conduct of the Complainants in seeking inspection of the apartment, verification of project documents and clarification regarding pending works cannot, in the facts of the present case, be construed as a refusal to take possession. Therefore, the Respondent's contention that the delay in taking possession is attributed to the Complainants is rejected.

(ii) Relief under Section 18 of the RE(R&D) Act, 2016

52. The date of promised possession is 20.08.2024. However, the Respondent did not deliver the possession to the Complainants till date.

53. The Complainants have not elected to withdraw from the project and have consistently sought possession of the completed unit. Accordingly, in terms of the proviso to Section 18(1)

of the Act, they are entitled to interest for every month of delay until handing over of possession.

54. The Respondent cannot avoid the consequences flowing from Section 18 merely by issuing possession communications when actual possession together with the attendant rights and facilities contemplated under the Agreement for Sale has not been handed over.

55. Accordingly, this Authority holds that the Complainants are entitled to interest at the rate prescribed under Rule 15 of the Telangana RE(R&D) Rules, 2017 on the total amounts paid by them calculated from 21.08.2024 until the date of actual handing over of lawful and ready-to-move-in possession of the subject apartment.

(iii) Compensation and Other Monetary Claims

56. The Complainants have further sought compensation towards mental agony, legal expenses, travel expenses, inspection charges, rent and other consequential losses. This Authority notes that such claims pertain to compensation and damages and require adjudication under Section 71 of the RE(R&D) Act, 2016.

57. Therefore, the Complainants are at liberty to pursue appropriate proceedings before the Learned Adjudicating Officer by filing Form 'N' in accordance with law.

(v) Penalty for collecting amount prior to the RERA registration of the project

58. The record further discloses that the Respondent received an amount of Rs.2,44,608/- (out of which Rs. 2,29,289/- is said to be paid within 20 days and the same is also paid to respondent prior to the project registration) from the Complainants as per the allotment letter dated: 30.03.2019 towards booking/allotment of the subject apartment, whereas the project was registered with TG RERA only on 05.10.2019. Section 3(1) of the RE(R&D) Act, 2016 prohibits a promoter from advertising, marketing, booking, selling or offering for sale any apartment, plot or building in a real estate project without first obtaining registration under the Act. The Allotment Letter dated 30.03.2019 placed on record further records receipt of the booking amount prior to registration. The Respondent has failed to offer any explanation to the Show Cause Notice issued in this regard. The material on record therefore prima facie discloses contravention of Section 3(1) of the Act. The issue of levy of penalty for such contravention is liable to be considered and accordingly, this Authority is of the considered view that a penalty shall be imposed upon the Respondent in accordance with law for clear contravention of the Section 3(1) of the Act.

G. Directions of the Authority:

59. In view of the findings and observations recorded hereinabove, this Authority proceeds to issue the following directions:

a. The Respondent is directed to complete all pending works in relation to Apartment No. A2-328 (specifically operational water and electricity connections), and thereafter hand over lawful and ready-to-move-in physical possession to the Complainant.

b. The Respondent shall thereafter proceed with execution and registration of the Sale Deed in favour of the Complainants in accordance with law.

c. The Complainants are entitled to the interest at the rate of 10.70% per annum (being SBI MCLR + 2% as prescribed under Rule 15 of the Telangana RE(R&D) Rules, 2017) on the amounts paid by them, calculated from 21.08.2024 till the date of actual handing over of lawful and ready-to-move-in possession.

d. The arrears of interest accrued up to the date of this Order shall be paid within sixty (60) days from the date of receipt of this Order and thereafter the Respondent shall continue to pay the accruing interest on a monthly basis on or before the 10th day of every succeeding month till possession is handed over.

e. Insofar as the claims relating to compensation, mental agony, legal expenses, inspection charges, travel expenses, rent and other consequential losses are concerned, the Complainants are at liberty to pursue appropriate proceedings before the Learned Adjudicating Officer under Section 71 of the RE(R&D) Act, 2016 by filing Form 'N'.

f. As found in the para (v) of Point 2 above, the Respondent has violated Section 3(1) of the RE(R&D) Act, 2016 by collecting the advance amount with respect to selling of the flat in the project " Sitara at Janyapriya Lake Front" without prior registration, as mandatorily required under the RE(R&D) Act, 2016. The Respondent's belated registration during the pendency of these proceedings does not absolve him of the antecedent violation. Accordingly, in exercise of the powers conferred under Section 38 of the RE(R&D) Act, 2016, this Authority hereby issues the following directions:

i) the Respondent is held liable for imposition of penalty under Section 59 of the RE(R&D) Act, 2016. Accordingly, the Respondent is directed to pay a penalty of Rs. 32,17,780/- within a period of thirty (30) days from the date of receipt of this Order, in favour of the TGRERA Fund, either by way of Demand Draft or through online transfer to Account No. 50100595798191, HDFC Bank, IFSC Code: HDFC0007036.

60. Failure to comply with the directions issued herein shall attract consequences in accordance with Section 63 of the RE(R&D) Act, 2016.

61. As a result, the Complaint stands disposed of accordingly. No order as to costs.

Sd/-	**Sd/-**
Sri. K. Srinivasa Rao,	**Sri. Laxmi Narayana Jannu,**
Hon'ble Member	**Hon'ble Member**
TG RERA	**TG RERA**